

Nonappropriated Fund  
Labor-Management Agreement

Between

Local R4-6 (NAF)  
**National Association of  
Government Employees**

and

**Headquarters Fort Monroe**  
Fort Monroe, Virginia

Effective Date  
18 August 2003

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## **PREAMBLE**

In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable statutes and regulations, the following articles constitute an agreement by and between Headquarters Fort Monroe, Fort Monroe, Virginia (hereinafter referred to as the **Employer**), and the National Association of Government Employees, Local R4-6 (NAF) (hereinafter referred to as the **Union**). Collectively, they are referred to as the **Parties**.

WHEREAS, Congress has found that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government through collective bargaining; and

WHEREAS, the well-being of employees and efficient administration of the government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

Now, therefore, the Parties hereto agree as follows:

## **PURPOSE**

This Agreement is executed pursuant to the exclusive recognition granted to the National Association of Government Employees (NAGE), Local R4-6. It is the intent and purpose of the Parties to promote and improve the efficient administration of the Department of the Army, Nonappropriated Fund Service, and the well being of employees within the meaning of the Statute; to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the Employer, and to provide a means for open discussion and adjustment of matters of mutual interest. In fulfilling these responsibilities, the Parties do affirm that they will cooperate to ensure good relations.

## **ARTICLE 1**

### **UNION RECOGNITION AND UNIT DESIGNATION**

The Employer recognizes the National Association of Government Employees (NAGE), Local R4-6 as the exclusive representative as follows:

**INCLUDED:** All Regular Full-Time and Part-Time; all Flexible appointments exceeding 90 days; non-supervisory; civilian and off-duty military; non-appropriated fund employees under the operational control of the Commander, Fort Monroe, Virginia. The unit includes employees of the Installation Morale, Welfare and Recreation Fund (IMWRF) and the Lodging Fund.

**EXCLUDED:** Flexible employees serving under appointments of 90 days or less without expectations of continued employment; professional employees; management officials; employees engaged in personnel work of other than a purely clerical nature; guards; supervisors as defined in the Statute; assigned military personnel; personnel providing contracted service(s); Army-Air Force Motion Picture Service employees.



## ARTICLE 2

### DEFINITIONS

**REGULAR EMPLOYEE** - A Regular employee serves in a continuing position on a scheduled basis. Regular employees are further categorized as Regular Full-Time (RFT) if the workweek is forty (40) hours; or Regular Part-Time (RPT) if the workweek is twenty (20) to thirty-nine (39) hours. The minimum workweek for a RPT employee is twenty (20) hours.

**FLEXIBLE EMPLOYEE** - A Flexible employee (FLX) serves in an indefinite position on either a scheduled or an as-needed basis. There is no upper limit to the hours a Flexible employee may work (subject to overtime limitations and work scheduling requirements).

**PROBATIONARY** – An employee who has completed less than twelve (12) months of continuous employment.

**UNION** - Local R4-6 (NAF), National Association of Government Employees (NAGE).

**EMPLOYER** - United States Army Headquarters, Headquarters Fort Monroe.

**COMMANDER** - Commander, Fort Monroe.

**DAY** - Unless otherwise indicated will be calendar day.

**OPF** - Official Personnel File maintained by the NAF Personnel Office.

**NAF** - Nonappropriated Fund.

**NAFPO** - Nonappropriated Fund Personnel Office.

**EMPLOYEE** - Bargaining unit member of the unit described in Article 1.

**GENDER** - Whenever the words, he, his or himself are used they are meant to represent both male and female, unless otherwise stated.

**FILING DEADLINE DATE** - Whenever a filing date or suspense date falls on a non-workday, the deadline shall be the next regular workday of the administrative work week.

**SUPERVISOR** - An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment. Note: When used in this agreement, the term “supervisor” will have a generic meaning and is not limited to one specific person, and it can include a designee depending on the situation.

### **ARTICLE 3**

#### **PROVISIONS OF LAWS AND REGULATIONS**

It is agreed and understood by the Parties that in the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and regulations of appropriate authorities, including policies set forth in the Code of Federal Regulations, as applicable; by published Agency policies and regulations in existence at the time the Agreement is approved. The fact that the Union agrees to published Agency policies and regulations in existence at the time the Agreement is approved does not preclude the Parties from meeting and negotiating, to the extent required by law, upon request, on any Agency policy and regulation.

## ARTICLE 4

### EMPLOYER RIGHTS

Section 1. Subject to Section 2 of this Article, nothing in this Article shall effect the authority of any management official of the Employer--

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from--

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating--

a. At the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE 5

### EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that employees in the bargaining unit covered by this agreement shall have the right to form, join or assist the union, or to refrain from any such activity, freely and without fear of penalty or reprisal and each employee shall be protected in the exercise of such right.

Section 2. Employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations or agency policy.

Section 3. Pursuant to 5 U.S.C. 7114 (a)(5), employees have the right to be represented by an attorney, or by a representative of their choice, in any grievance or statutory appeal action, except those subject to the negotiated grievance procedure.

Section 4. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in this Agreement.

Section 5. When the Employer conducts an investigatory interview, the employee being interviewed is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him.

Section 6. An employee has the right to confer with the Union during duty hours concerning grievances, complaints, appeals or other appropriate matters. An employee desiring to confer with a Union representative will make the request for time to his immediate supervisor prior to leaving his work area. Such absences from the work area will be limited to reasonable amount(s) sufficient in duration to conduct discussion and/or actions deemed necessary. Employees, Union officials and supervisors will generally schedule these absences in conjunction with breaks, meal periods or the beginning/end of tour.

Section 7. The Employer agrees to treat all employees in a fair and equitable manner. The Parties believe all employees and supervisors must conduct themselves in a professional manner recognizing the need to accomplish the mission of the Employer, which for most employees is to provide good service to their customers.

Section 8. Corrective actions and counseling sessions will normally be in private. Consistent with this policy counseling sessions will normally be held in private; however, on-the-spot correction, comments on work product and instructions to make immediate corrections are not considered counseling sessions for the purpose of this section.

## ARTICLE 6

### UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall be entitled to act for and negotiate agreements covering all employees in the bargaining unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2. The Union shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 3. The Union shall be informed in writing or by e-mail of the name, job category, organization to which assigned, and name of the supervisor of all new hires (appointments) in the unit; and furthermore, the Union shall have the right to meet with all new employees within five (5) workdays after the employee's initial orientation. All new employees shall, at the time of appointment or during their initial orientation, be informed by the Employer that NAGE Local R4-6 (NAF) is the exclusive representative of employees in the unit. Each new bargaining unit employee shall receive a list of the officers and representatives of the Union, provided by the Union.

## ARTICLE 7

### UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected local officers and official representatives designated by the Union, including stewards. The Union will furnish and maintain with the Employer a complete and current list of Union representatives.

Section 2. The Union agrees, in carrying out its representational functions, to limit the number of stewards, chief steward or officers to those required at the meeting. The number will be kept to a minimum consistent with the interests of economy and efficiency.

Section 3. Union representatives in the bargaining unit, if otherwise in a duty status, will be allowed a reasonable amount of official time for representational purposes such as investigating and processing employee complaints and grievances, consultations and negotiations with the Employer on matters in connection with this agreement. Time used during normal duty hours will be with the knowledge and approval of the appropriate supervisor. Permission will be granted upon request except when work exigencies preclude such release. Official time will not be unreasonably denied. Representatives entering employees' work area will notify the supervisor present in the work area prior to conducting Union business. Official time will be recorded as agreed to by the Parties.

Section 4. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official and nonofficial activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union office, conducting elections for employee organization officers, and distributing literature will be conducted during the time the employee is in a non-duty status.

Section 5. The Employer will recognize representatives of the NAGE National Office. The Union or the national representative shall provide advance notice to the NAFPO of visits to be made by representatives of the National Office.

Section 6. Space on official bulletin boards at each NAF activity shall be made available for use by the Union. Information posted by the Union will not violate any law, regulation or contain libelous material. The Union will be solely responsible for all posted material in terms of accuracy and adherence to ethical standards, will maintain its designated bulletin board space in a neat and orderly manner, and will ensure that material is kept current.

Section 7. Representatives of the Union will be authorized reasonable access to telephones and computers/fax machines of the Employer, as needed in conduct of authorized representational activities.

Section 8. Excused absence, ordinarily not more than twenty four (24) hours within a calendar year, will be granted to each Union representative to attend Union sponsored training, when at least a five (5) calendar day advance notice has been provided.

Section 9. Prior to leaving their work area, a Union officer or steward, will sign a “Request to Leave Assigned Work Area to Perform Representational Duties” form (See Appendix A). The officer or steward will complete the form after returning to their work area and will return it to the Employer. The Employer will provide a copy of the completed form to the requesting officer or steward. The original copy of the form will be sent by the approving official to the servicing Personnel Office at the end of each month.

## ARTICLE 8

### PAYROLL WITHHOLDING OF UNION DUES

Section 1. An employee who is a member in good standing of the Union may voluntarily, authorize an allotment from his pay to cover regular dues for such membership provided that all the following requirements are met:

- a. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- b. The employee has voluntarily completed a request for such allotment from his pay with full knowledge of the limitations on revocation of the authorization.
- c. The employee is included in the unit for which exclusive recognition has been granted.

Section 2.

a. The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, and to receive completed forms from members who want to request an allotment. The president or the secretary of the Union is designated to receive completed forms, enter the current amount of regular dues to be deducted for the member each pay period, determine whether the member is in good standing in the Union, complete the required request for certification and submit the forms to the NAF Personnel Office (NAFPO) who will then send them to the NAF Financial Services.

b. Allotments authorized on properly completed and certified forms which are received by the NAF Financial Service three (3) workdays before the beginning of a complete pay period will be processed for that pay period.

Section 3. The NAF Financial Service will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization, if the amount of regular dues is changed, the Union will notify the Employer in writing of the change. Only one (1) such change will be made in any period of twelve (12) consecutive months.

Section 4. The NAF Financial Service will terminate an allotment:

- a. At the end of the pay period following notification of loss of exclusive recognition by the Union.
- b. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.
- c. At the first complete pay period after written notification is received from the Union that an employee is no longer a member and in good standing in the Union.



d. Upon receipt of a properly completed SF-1188, at the beginning of the first pay period one (1) calendar year after the employee's dues have been withheld, or if the allotment is not revoked at the end of the first year it has been in effect, any subsequent revocation will be effective on the first pay period beginning on or after March 1 provided the revocation is received in the NAF Financial Service Office prior to March 1. Revocations shall be received only during the month prior to the revocation period. The Union shall be provided a copy of the revocation form by the Employer.

Section 5. A supply of SF-1188's will be maintained in the NAFPO. An employee may request one of these forms personally or in writing from the NAFPO. The form will be released only upon proper request of an employee. These forms will not be stocked except in the NAFPO.

Section 6. Upon disbursement for each pay period, the NAF Financial Service will certify for payment the net amount withheld. The check will be made out and sent to Comptroller, Fiscal Office, Natural Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file, the amount withheld from each person's pay, and a statement showing the total amounts withheld, and the net balance remitted. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deductions and those whose allotments are being terminated at the beginning of the next pay period. A copy of this listing will also be mailed to Local R4-6 (NAF).

## ARTICLE 9

### UNION USE OF FACILITIES

Section 1. Adequate facilities will be provided to the Union for the purpose of preparing for grievances, hearings and labor/management matters. This is understood to include for the Union officers and stewards to consult with aggrieved employees or for the Union officers to consult with the stewards as required on individual cases.

Section 2. The Employer agrees to provide office space to the Union for the purposes of assisting it in its duty to represent the members of the bargaining unit.

Section 3. The Employer agrees the Union can hand receipt for furniture and equipment, including computer equipment and LAN line for use in the office space provided on the installation.

Section 4. The Employer will allow the Union to utilize the post mail distribution system for reasonable amounts of correspondence between Union officials, bargaining unit members and management. Internal union business mailings will not be distributed through the post mail distribution system. The Union may use provided computer/fax equipment to obtain an e-mail account to provide for efficient and effective communication between management and the Union. The Employer will provide the assistance necessary to initiate such service to the Union as it would to any other installation office.

Section 5. Officers and stewards will be allowed reasonable use of employer copying machines to copy documents necessary to accomplish their representational duties. Union officials, with their supervisor's approval, will be allowed reasonable use of the fax machines in their work area only for the purpose of performing representational activities.

## ARTICLE 10

### HOURS OF WORK AND BASIC WORKWEEK

Section 1. The administrative workweek is established as the seven (7) day week beginning at 0001 Thursday and ending at 2400 Wednesday. The basic workweek for all Regular Full-Time employees will consist of forty (40) hours. The basic workweek for Regular Part-Time employees will consist of twenty (20) to thirty-nine (39) hours. The Parties recognize that the mission requires officials and employees to be responsive to the needs of the patrons who support the operations. The Employer will make every reasonable effort to schedule the two (2) days off in the basic workweek consecutively.

a. The Employer reserves the right to change individual employee's schedules on short notice in case of operational necessity.

b. Tours of duty will be scheduled and posted, or provided in writing or electronically to employees one (1) week in advance and will cover a period of at least one (1) administrative workweek, unless the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 2. Employees working three (3) to six (6) hours will be authorized one fifteen (15) minute rest period at a time and location determined appropriate by the Employer. Employees working more than six (6) hours will be authorized two fifteen (15) minute rest periods during the workday. Rest periods will not be granted immediately after the beginning of the workday or immediately prior to the end of the workday, or contiguous to a meal period or excused absence, nor shall they accumulate from day to day.

Section 3. All employees who work six (6) hours or more on a given tour will be given a meal period in a non-pay status. Lunch periods will be scheduled for not less than thirty (30) minutes, or more than one (1) hour. The Employer will designate the time when the meal period is taken.

Section 4. When the Employer determines that a normal meal period is not feasible in a shift, a paid twenty (20) minute meal is allowed, provided that in such cases the meal period must be spent in close proximity to the employees' work areas and they may be required to perform their usual duties during the meal period.

## ARTICLE 11

### OVERTIME AND PREMIUM PAY

Section 1. Overtime will be administered under the Fair Labor Standards Act and applicable regulations. Overtime will be paid at 1 1/2 times the rate of basic pay. Overtime is work performed in excess of eight (8) hours in a day or in excess of forty (40) hours in an administrative workweek.

Section 2. The Employer will make reasonable efforts to distribute overtime equitably among the employees consistent with workload requirements. Preference will be granted to the employee(s) currently assigned to the task requiring the overtime; and then to other employees possessing the necessary skills.

Section 3. When overtime work is necessary to meet operational schedules, employees requested to work overtime will be given as much advance notice as possible, normally at least two (2) hours. Management will normally solicit volunteers, but if no volunteers are available, will normally use inverse seniority/least overtime worked when assigning involuntary overtime. When overtime must be performed by personnel already on duty, this is a special circumstance which the Parties recognize may occur.

Section 4. Call-Back: Employees required to perform work on a day outside their regular workweek, or who, because of a call-back are required to make an extra trip to and from work on a scheduled workday, shall be paid minimum of two (2) hours pay at the overtime rate or at the regular rate, as applicable. It is understood that any employee who is called in before his scheduled starting time is entitled to that amount which would be payable at the regular overtime rate in accordance with Section 1 of this Article.

Section 5. Time to Obtain Food: When employees are required to work overtime four (4) hours or more beyond the end of their regular workday without advance notice, the Employer will allow time for the employees to obtain food.

Section 6. Phone Call: Employees who are required to work overtime, without prior notice in emergency cases, will be allowed one (1) phone call in the local area without cost to the employee. The local area is defined as within a radius of 50 miles. The phone call will not exceed three (3) minutes duration.

## ARTICLE 12

### HOLIDAYS

Section 1. Holiday pay will be paid to Regular employees under the following conditions:

a. A Regular employee who is precluded from working due to observance of a holiday is entitled to the basic rate of pay for regularly scheduled non-overtime hours as if the employee had worked.

b. A Regular employee who is required to perform duty on a holiday that falls within the employee's regular schedule will be paid the basic rate plus premium pay at a rate equal to the basic rate of pay regularly scheduled non-overtime hours.

c. Premium pay for holiday work is in addition to overtime pay, night shift differential, or premium pay for Sunday work and is not included in the rate of pay used to compute overtime pay, night shift differential or Sunday premium pay.

Section 2. Regular employees are entitled to a day in lieu of a holiday when the holiday falls on a non-workday.

Section 3. Holidays for FLX employees will be handled in accordance with regulations.

## ARTICLE 13

### ADVERSE WEATHER POLICY

Section 1. When the Employer determines that activities must be limited or curtailed due to adverse weather conditions, nonessential scheduled employees may be administratively excused without charge to leave or loss of pay.

Section 2. When the Employer determines to limit or curtail activities and to administratively excuse employees, the Employer will notify employees and/or disseminate the information to local radio and TV stations immediately after the decision is made. Employees designated by the Employer as essential to the activity will be required to report to work or remain at work. Employees who are scheduled to report to work prior to a limited or curtailed activities decision and do not report for work as scheduled will be required to take annual leave or leave without pay for the scheduled day.

Section 3. When activities remain open during periods of adverse weather, scheduled employees are expected to report for work unless otherwise notified by the Employer. It is the responsibility of employees to make every effort to come to work during periods of adverse weather when their place of work remains open. Recognizing that some employees may find it difficult to report for work due to family responsibilities, transportation problems or road conditions, the employer will make every effort to accommodate employees' requests for leave, subject to the operational requirements of the workplace.

Section 4. When employees are already on leave at the time the limited or curtailed activities decision is made, they will be charged for leave as previously requested and approved.

## ARTICLE 14

### ANNUAL LEAVE

Section 1. Regular employees shall earn and be granted annual leave as follows:

<u>If the employee has:</u>	<u>And:</u>	<u>Then accrual rate is:</u>
Less than 3 years service		5% of total regular hours worked.
At least 3 but fewer than 15 years service	It's not the last PPE in the leave year	7 1/2% of total regular hours worked.
At least 3 years but fewer than 15 years	It is the last PPE in the leave year	12 1/2% of total regular hours worked.
More than 15 years service		10% of total regular hours worked

Section 2. Annual leave will be granted to employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. It is agreed that no employee shall be called back from leave unless a valid operational reason exists that can not be met without cancellation of leave and no other qualified employee of that organizational element is available to perform the required duties.

Section 3. The Employer shall grant emergency leave on an individual basis dependent upon the nature and circumstances of each case. Call-in time will normally be prior to the beginning of the work shift, but no later than one (1) hour after the beginning of the shift, unless precluded by circumstances beyond the employee's control. Employees will contact the immediate supervisor or other persons designated to receive such requests. If persons designated are not available, the employee must leave a message with the person accepting the call, and provide reason for the absence and anticipated duration. Such calls meet the requirement of reporting the unscheduled absence, but do not guarantee leave approval.

Section 4. Requests for annual leave for other than vacation periods will be favorably considered when workload permits. When all requests for leave cannot be granted without mission impairment, the supervisor will consider the reasons given and determine who will be granted leave. A determination will be given as soon as possible, but normally not later than two (2) days after receipt of a request for leave. In circumstances where immediate leave approval is required, employee should discuss with supervisor and receive approval/disapproval.

Section 5. Employees will be encouraged to submit their request for annual leave of forty (40) hours or more (vacation leave) in writing to their supervisor by 31 January. The Employer will establish a leave schedule as soon as possible thereafter, if possible by 15 February. In the event of a conflict in vacation leave scheduling among employees, the senior employee, based on length of NAF service using service computation dates (as reflected in the employee's OPF), will be given first choice concerning the scheduling of a single period of leave. Upon an employee's request, the Employer may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change. When the Employer finds it necessary to cancel previously scheduled vacation leave, the reasons will normally be provided to the affected employee at least ten (10) working days in advance of his anticipated annual leave, unless operational exigencies prevent this.



## ARTICLE 15

### SICK LEAVE

Section 1. Regular employees earn sick leave at a rate of five (5%) of total regular hours worked. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness. Sick leave is authorized when properly requested for an employee who is incapacitated for duty because of illness; injury; pregnancy and resulting confinement; medical, dental or optical examination; or when confined because of exposure to a contagious disease. Request for sick leave will be made in advance of scheduled appointment for medical, dental, or optical treatment.

Section 2. When an employee is not able to report to work because of illness or injury the employee is responsible to notify his supervisor or the supervisor's designee by telephone or other appropriate means prior to the beginning of the work shift, but within one (1) hour after the start of the employee's shift. When an absence due to illness or incapacitation extends for one workweek to another, the employee will notify his supervisor on the first workday of each weekly period until his return to duty if the supervisor has not been informed of the length of absence beforehand. Sick leave request submitted for more than three (3) day absence should include approximate duration of absence.

Section 3. Sick leave requires the approval of the immediate supervisor or other official designated by the Employer. If the employee is absent three (3) consecutive workdays or less, and not attended by a physician, the employee's personal written statement as to the nature of the illness, and that he was incapacitated for duty will be accepted in lieu of a doctor's certificate; except where an employee is under a letter of instructions relating to sick leave. The Employer is responsible for assuring that any sick leave approved is warranted by circumstances outlined herein. When, in individual cases, there is reason to believe that the sick leave privilege has been abused, a medical certificate may be required to justify the grant of sick leave thereafter in any amount. In such cases, the employee will be advised in writing and in advance that a medical certificate will be required to support any future grant of sick leave.

Section 4. The Employer will review the official sick leave record of each employee required to furnish a doctor's certificate at least semi-annually to determine whether or not this requirement is still necessary. The employee will be notified of the results of this review.

Section 5. The Employer should advance, to eligible employees, sick leave not to exceed two-hundred-forty (240) hours in deserving cases of serious disability or ailment.

Section 6. The Employer will attempt to provide temporary light duty assignments for temporarily disabled employees to help reduce the loss of accumulated sick leave, provided there is reasonable medical evidence that the employee will return to full duty.

Section 7. The Employer will attempt to accommodate employees with medical restrictions.

Section 8. An employee may request annual leave in lieu of sick leave during a period of incapacitation. An employee may request LWOP in lieu of sick leave during a period of incapacitation.

Section 9. Employee's sick leave request will be considered as personal, need-to-know information.

## ARTICLE 16

### EXCUSED ABSENCES / ADMINISTRATIVE LEAVE

Section 1. Employees, at the discretion of the Employer, will be excused from duty to donate blood. If an employee is accepted as a donor and in fact donates blood, he normally will be excused from work for a period of four (4) hours, such time to count from the time he left his place of work. In special cases, when the Employer determines that an employee can be spared to donate blood but cannot be spared from work for a period of four (4) hours, the employee must be so informed in sufficient time for the employee to decide whether or not he wishes to make the donation under those circumstances.

Section 2. Employees may be granted excused absences for other purposes in accordance with regulations.

Section 3. Supervisors may grant excused absences for up to fifty-nine (59) minutes.

Section 4. Tardiness: Employees are expected to report for work on time and to be present for the prescribed tour of duty. Reasons for tardiness shall be reported to appropriate supervisor. Infrequent tardiness should be excused by the supervisor. Frequent instances of tardiness or lengthy periods of tardiness may be charged to annual leave or absence without leave as appropriate.

## ARTICLE 17

### FAMILY LEAVE

#### Section 1. Family and Medical Leave Act (FMLA) of 1993:

a. All Regular Full-Time, Regular Part-Time, and regularly scheduled FLX employees in a continuing position who have completed twelve (12) months of service are entitled to up to a total of twelve (12) administrative workweeks of leave without pay (LWOP) during any twelve (12) month period for one or more of the following reasons:

(1) Birth of a child and the care of that child --- within twelve (12) months of birth.

(2) Placement of a child with the employee for adoption or foster care --- within twelve (12) months of the placement.

(3) To care for a spouse, child or parent if such spouse, child, or parent has a serious health condition.

(4) A serious health condition that makes the employee unable to perform the essential functions of his position.

b. A serious health condition as defined in 5 CFR 630.1202 and includes for example: in-patient hospital care, stroke, cancer, surgery, heart attack, terminal illness etc. It does not include routine medical examinations, bed rest regimens that do not require a health care provider, exercise, etc. Also does not include, unless complications arise: colds, flu, headaches (other than migraines), and upset stomachs.

c. Regular employees may elect to substitute accrued or accumulated annual leave or sick leave for any part of the twelve (12) week FLMA period. However, sick leave may only be substituted where the use of sick leave is otherwise permitted by law or regulation.

d. The employee shall provide a thirty (30) day written notice, when possible, prior to the start date of the FMLA leave. A request for leave based upon medical conditions must be supported by certification issued by the health care provider of the employee, spouse, child, or parent of the employee, as appropriate.

e. The Employer may require medical certifications for serious health conditions. Requested medical documentation for a serious health condition must be submitted no later than fifteen (15) calendar days after the date requested.

#### f. Job benefits and protection:

(1) Upon returning from FMLA leave, employees will be returned to their same or equivalent position (same duties, pay, benefits, etc).

(2) For the duration of the FMLA leave, the Employer will continue paying the Employer's share of the group health plan. Likewise, the employees are responsible for continuing to pay their portion the group health plan.

(3) The use of FMLA leave will not result in the loss of any employment benefits which accrued prior to the start of the employee's leave.

g. Definition of a "family member" is as follows:

(1) Spouse;

(2) Sons and daughters (includes adopted and foster children); and

(3) Parents of employee.

## Section 2. Sick Leave for General Family Care or Bereavement Purposes:

a. Sick leave may be used for the purposes described below during any leave year, in an amount not to exceed a total of forty (40) hours for Regular Full-Time employees. A Regular Part-Time employee, may use up to the average number of hours in his scheduled tour of duty per week. Regular Full-Time employees may use up to an additional sixty-four (64) hours if the use of that leave does not cause the amount of sick leave to the employee's credit to fall below eighty (80) hours. The amount of sick leave for a Regular Part-Time employee and those with uncommon tours of duty is prorated.

(1) Employees may use sick leave to care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment.

(2) Use of sick leave is authorized to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

b. Definition of a "family member" is as follows:

(1) Employee's spouse and spouse's parents;

(2) Children, including adopted children, and children's spouses;

(3) Parents;

(4) Brothers and sisters, and spouses; and

(5) Any individual related by blood or affinity whose close association with the member is the equivalent of a family relationship.

Section 3. Expanded Sick Leave to Care for a Family Member with a Serious Health Condition:

a. The use of sick leave for general family care or bereavement purposes (Section 2 above), may be extended by Regular Full-Time employees to a total of up to twelve (12) weeks of sick leave each year to care for a family member with a serious health condition. Sick leave for Regular Part-Time employees and those with uncommon tours of duty is prorated.

b. Under the expanded rules, during any twelve (12) month period a Regular Full-Time employee who maintains a sick leave balance of eighty (80) hours may use up to a total of four-hundred-eighty (480) hours of sick leave each year to care for a family member with a serious health condition. A Regular Part-Time employee may use up to twelve (12) times the average number of hours in his weekly scheduled tour of duty provided the employee maintains a sick leave balance equal to twice the average number of hours in the employee's scheduled tour of duty each week.

c. Sick leave taken under FMLA leave or for general family care or bereavement purposes in a leave year must be subtracted from the twelve (12) week entitlement. The maximum amount of sick leave that can be used for family care purposes is twelve (12) weeks per year.

d. An employee may use an initial forty (40) hours of sick leave for family care purposes. To use more than forty (40) hours, an employee must maintain a sick leave balance of eighty (80) hours at all time. The limit for Regular Part-Time employees or employees with an uncommon tour of duty will be prorated.

e. A medical certificate will be required to support leave taken under these expanded rules.

Section 4. Communicable Disease: The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine, and the employee provides a copy of the determination to the Employer, that an employee's exposure to a communicable disease would jeopardize the health of other employees, the Employer shall authorize the use of available sick leave to the employee for the entire period of time during which the danger to the health of other employees exists. If an employee's sick leave balance is not sufficient, the employee may request annual leave or leave without pay.

Section 5. Voluntary Leave Program: Employees may participate in the voluntary leave transfer program to care for a family member.

Section 6. Organ Donor Leave:

a. A Regular Full-Time employee may, in any calendar year, use:

(1) Up to fifty-six (56) hours of paid administrative leave to serve as a bone-marrow donor; and

(2) Up to two-hundred-forty (240) hours of paid administrative leave to serve as an organ donor.

b. A Regular Part-Time or regularly scheduled FLX employee may use a prorated amount of administrative leave for these purposes, directly proportional to the number of hours in his administrative workweek.

c. A request for leave due to organ donation or bone-marrow donation must be supported by certification issued by the health care provider of the employee.

## **ARTICLE 18**

### **COURT LEAVE**

Section 1. Court leave will be granted, pursuant to applicable law and regulations, to a Regular employee who is summoned to appear in court in an unofficial capacity as a witness when the United States, the District of Columbia or a State or local government is a party to the proceedings, or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he will immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he served as such a witness or juror.

Section 2. If an employee is excused from such service with sufficient time for that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is an employee's responsibility to request and receive approval prior to going on leave.

Section 3. FLX employees are not entitled to court leave (pay), however, a flexible employee will be excused from duty for those matters set forth in Section 1 of this Article.



## **ARTICLE 19**

### **LEAVE WITHOUT PAY**

Section 1. Leave without pay (LWOP) will be administered in accordance with applicable law and regulations.

Section 2. Employees who are granted LWOP are still responsible for paying their share of health and life insurance costs. It is incumbent upon employees to make arrangements to pay their share. If an employee on extended LWOP falls in arrears more than two (2) pay periods then their insurance coverage may be terminated.

## ARTICLE 20

### MATERNITY/PATERNITY LEAVE

Section 1. Maternity Leave: Female employees serving on a regular appointment may request annual leave, sick leave or LWOP for maternity purposes. The Employer will approve such leave consistent with practices for other illnesses or circumstances.

Section 2. Paternity Leave: Male employees serving on a regular appointment may request annual leave, sick leave or LWOP for paternity reasons, such as providing or helping to provide infant care for a newborn or newly adopted child, or to help care for a wife during her convalescence following delivery. The Employer will approve such leave for eligible employees as provided by 5 CFR 630.1203 and/or 5 CFR 630.401.

Section 3. Employees are responsible to keep the Employer fully informed as to their physical condition in terms of their ability to continue to perform regularly assigned work during their pregnancy; how long the employee intends to work prior to the anticipated date of delivery; and also after delivery, when the employee intends to return to work.

Section 4. Employees on approved maternity or paternity leave are responsible to keep the Employer fully informed as to their personal situation in terms of when they will be able to return to work. The Parties recognize that there may be circumstances where there is an additional need for accommodations to assist employees in their parenting and family responsibilities.

## **ARTICLE 21**

### **EMPLOYMENT AND STAFFING**

**Section 1. Selection Preference:** All competitive recruitment actions for positions CC-02/NF-03 and below, and all Crafts and Trades (CT), are prioritized as follows:

- a. Spouse Employment Preference.
- b. Involuntarily Separated Military.
- c. Priority Reemployment Candidates.
- d. Current and Former Employees.
- e. Outside Applicant - Veteran.
- f. Outside Applicant - Non-Veteran.

**Section 2. Separation/Termination:**

a. **Time-Limited Appointments:** Employees serving in a Time-Limited appointment may be separated prior to the termination of their appointment period with not less than a seven (7) day written notice with the DA 3434 serving as the notification. No advance notice is required to terminate an employee at the end of their established appointment period, the DA 3434 serving as the action notice. Such separations are not grievable and are taken without prejudice and do not preclude reemployment.

b. **Probationary Employees:** A probationary employee may be separated with not less than seven (7) days written notice. However, a probationary employee may be separated with two (2) days advance notice when the circumstances are such that retention of the employee in a duty status during the notice period may be injurious to the employee, to fellow workers or the general public, may result in damage to property or loss of funds, or because the nature of the employee's offense may reflect unfavorably on the public perception of the Army. Notice of separation may be given up to and including the last day of the probationary period, even though the effective day of separation may be beyond the end of the probationary period. The notification will be the DA 3434 and will include a statement that the separation is not grievable or appealable through adverse action channels.

c. **Abandonment of Position:** An employee who fails to report for duty or contact the Employer, and is carried in an AWOL status for three (3) scheduled consecutive workdays may be separated for abandonment of position. No advance notice of any kind is required prior to effecting the separation. However, if an employee provides a valid reason for the absence, the action will be cancelled.

d. Voluntary Resignation: An employee who voluntarily resigns may be separated effective the next day with the DA 3434 serving as documentation of the action. Such voluntary action is non-grievable.

Section 3. Conversion of FLX employees:

a. Former Regular NAF employees of Fort Monroe now in a FLX appointment, who worked in excess of twenty (20) hours per week in a FLX appointment, averaged over a two (2) year period, will be converted back to a Regular appointment. The employee has the option to accept or decline the conversion.

b. Any FLX employee who works in excess of twenty (20) hours per week, averaging over a two (2) year period from the date of this Agreement, will be converted to a Regular appointment. The employee has the option to decline the conversion.

c. Unless based upon a justified business need, the employer agrees not to convert a Regular employee to a FLX appointment. Any Regular employee may request voluntary conversion to a FLX appointment.

## **ARTICLE 22**

### **JOB DESCRIPTIONS, POSITION GUIDES AND CLASSIFICATION**

Section 1. The Employer will furnish employees with an official copy of their job descriptions/position guides and any changes to them. The Employer will ensure that all job descriptions/position guides reflect current assigned major duties. The Parties agree that maximum use should be made of standardized job descriptions/position guides.

Section 2. When an employee is assigned a major duty that is not covered in the current job description and is expected to be a continuing requirement, the supervisor will initiate revision of the job description in coordination with the NAFPO. The phrase “performs other duties as assigned” which is contained in each job description shall ordinarily refer to duties related to the current job description.

Section 3. Each employee will be afforded the opportunity to discuss with the Employer his position description to determine if the description is accurate. During these discussions, the employee may be accompanied by a Union representative if requested. If a representative is requested, the employee will notify the Employer in writing of his designated representative. A grievance regarding unresolved matters in this context will begin at Step 1 of the negotiated procedures.

Section 4. Procedure for Classification Appeals: When an employee believes that the grade or classification of his position is incorrect, he will discuss the matter with the supervisor. The supervisor may request assistance from NAFPO. If the employee does not receive sufficient explanation or reach a resolution with the supervisor and NAFPO, the employee may submit a written appeal in accordance with applicable regulations.

## ARTICLE 23

### DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail and/or a temporary promotion are non-permanent assignments of any employee to a different position or set of duties for a specific period, with the employee returning to his regular position at the end of the detail or temporary promotion.

Section 2. Detail assignments will be made on an equitable basis among employees who possess the necessary skills to perform the assignment. The selecting official shall be responsible for informing the employee of the detail assignment, reasons for the assignment, duties to be performed, estimated duration and for establishing controls to ensure that the details are properly recorded and timely terminated.

Section 3. Noncompetitive details will normally be made from among employees within the activity concerned. This does not limit the Employer's right to go outside the activity as necessary.

Section 4. Details over thirty (30) days will be documented in the employee's OPF with a DA Form 4017 (or other appropriate form). When applying for a promotion, an employee may present information relative to detail assignments if he believes such information has a bearing on his qualifications.

Section 5. Employees detailed to a higher graded position will be temporarily promoted not later than thirty (30) days after the beginning of the detail provided the employee is qualified for the position.

## **ARTICLE 24**

### **PROMOTION**

Section 1. The Employer agrees that selections for promotions will be based on merit factors, established candidate priorities and job qualifications, e.g. candidate skills, knowledges, experience, personal characteristics and abilities. The Employer agrees that job/position qualification requirements will be established in accordance with Agency policy and regulations.

Section 2. Regular positions, except as specified in Section 3, will have an announcement prepared and posted on official bulletin boards to alert candidates that a vacancy exists. The posting period will be for a minimum of seven (7) consecutive days. The Employer agrees to furnish the Union one (1) copy of each announcement at the time of posting.

Section 3. Publicity of vacancies is not required for noncompetitive promotion actions. The following are exceptions to the competitive promotion process:

- a. Employees serving in trainee, understudy, developmental, or apprentice positions.
- b. An employee being promoted to the position to which he/she was temporarily promoted or otherwise placed by use of the competitive procedures.
- c. An employee in a position upgraded on the basis of new position classification standards or for correction of the classification of the position, without significant change in duties or responsibilities.
- d. Repromotion of an employee who was not demoted for personal cause.
- e. Temporary promotion not to exceed one-hundred-twenty (120) days. This temporary promotion may not be extended or converted to permanent without competitive action.
- f. Employees in positions meriting reclassification/redesignation to a higher grade/level due to the addition of duties and responsibilities that are the result of planned management action or gradual accrual of duties may be promoted noncompetitively when the following requirements are satisfied:
  - (1) There are no other employees supervised by the selecting official who are performing identical duties (at the same grade or pay level) to those performed by the employee prior to addition of the duties and responsibilities.
  - (2) The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position.
  - (3) The addition of the duties and the responsibilities does not result in an adverse impact on another encumbered position.

(4) The employee meets all qualification requirements for the position.

g. Reassignments, transfers, reinstatements, voluntary downgrades, and replacement resulting from BBA/RIF.

Section 4. The vacancy announcement will contain the following:

- a. Title, Grade, Wage Range and Location;
- b. Employment Category (range of hours);
- c. Major Duties;
- d. Minimum Qualification Requirements;
- e. Application Instructions; and
- f. Equal Employment Opportunity Statement.

Section 5. Employees are responsible to ensure that their official personnel folders (OPF) contain all pertinent experience and/or education.

Section 6. A current employee may be repromoted to the highest grade level previously held on a permanent basis, provided the employee was not demoted or separated from that grade/level because of deficiencies in performance or “for cause” reasons. This action may be made on a noncompetitive basis.

Section 7. Issues concerning employee’s eligibility and/or qualifications will be addressed to NAFPO within fifteen (15) calendar days of receipt of notification. If not satisfactorily resolved or settled, a grievance may be submitted at Step 3 of the Negotiated Grievance Procedure within fifteen (15) calendar days after submission to NAFPO.



## **ARTICLE 25**

### **SALARY AND WAGE ADMINISTRATION**

#### **Section 1. Wage Surveys:**

- a. Wage surveys will be conducted and implemented in accordance with statutory and regulatory directives of the NAF DoD Wage Fixing Authority .
- b. The Employer and the Union will mutually exchange information on wage surveys as it becomes available.
- c. In accordance with appropriate regulations, the Union and the Employer will participate in locality wage surveys.
- d. The Employer acknowledges the right of the Union to bring matters of concern over wage surveys to the attention of the Employer at any time.
- e. Employees who serve as official data collectors in a local wage survey or who make presentations at hearings before the Wage Survey Committee will be authorized official time for these activities.

**Section 2. DoD Wage/Salary Increases:** All NF (Pay Band), CC (Child Care) and CT (Crafts and Trades) Bargaining Unit Employees will be given the pay increases reflected on the appropriate pay schedule released by the DoD Wage, Fixing Authority.

**Section 3. CT Step Increases:** All CT employees will have their step increases granted in compliance with applicable regulations.

#### **Section 4. Pay Adjustments (Regular CC Employees):**

- a. Pay adjustments for CC employees will follow the Child Care and Youth Personnel Pay Program (CYPPP). Employees will receive pay adjustments as they successfully complete the Army Child Development Training requirements.
- b. After promotion to the target level position, pay adjustments will parallel those of the GS employees' step increases.

#### **Section 5. Pay for Performance (NF Employees):**

- a. Annual pay increases or other awards, in odd calendar years, for NF pay-banded employees related to performance appraisals will be as follows:

<u>Rating</u>	<u>Pay Increase</u>	<u>OR Lump Sum</u>	<u>OR Paid Time Off Award</u> <u>(Does not apply to FLX</u> <u>employees.)</u>
Outstanding	Not less than 2% of hourly pay	Not less than \$300	Not less than 24 hours
Satisfactory	Not less than 1% of hourly pay	Not less than \$150	Not less than 12 hours
Unsatisfactory	N/A	N/A	N/A

b. Promotion to Higher Payband: Employees permanently promoted with a pay increase to a higher pay band position during the rating period will not receive this pay for performance.

c. Disciplinary Action: Employees who receive a suspension during the rating year may receive, but are not entitled to, a pay adjustment as described in 5.a. above.

d. Performance-based pay increases/bonuses based on annual performance rating will be made effective not later than sixty (60) calendar days after the employee's recommended rating is approved by higher level review.

#### Section 6. Tipped Employees:

a. Tips or a gratuity are an amount of money that a patron or customer voluntarily gives to an employee, either as cash or as an amount added to a credit card or other charge in form. A cash or charge tip must be disbursed to the employee(s) concerned and may not be retained by the Employer. Service charges are not tips and are income to the activity.

b. Employees are authorized and may agree among themselves to voluntarily enter into tip-splitting or tip-pooling arrangements, but with the understanding that the Employer is not responsible to supervise or otherwise be held accountable for such arrangements.

c. The Parties acknowledge that they are required to comply with Internal Revenue Service (IRS) rules concerning tips as earned income. Employees must report the amount of their tips to the Employer if tips are over amounts specified by IRS regulations. These tips are subject to Federal income tax and the employee share of FICA tax.

## **ARTICLE 26**

### **EMPLOYEE ORIENTATION**

Section 1. The Parties recognize the importance and the value of employee orientation upon initial assignment and/or reassignment to a different organizational activity.

Section 2. Following an employee's initial assignment and in-processing, the Employer provides an orientation, usually at the worksite. The orientation includes: job-related information; ensures that the employee knows his immediate supervisor, the management chain of command, and the importance of following the chain of command for purposes of supervision and work assignments, performance expectations, leave request procedures, telephone numbers to call in case of illness or personal emergencies, etc.

Section 3. The Employer agrees the Union has an important role to play during a new employee's orientation. The Employer will notify the Union in writing/e-mail within three (3) working days after an employee's initial assignment so that the Union may request a meeting with the employee. Within ten (10) working days after an employee's initial hire and job orientation, an installation Union representative will be afforded the opportunity to meet with eligible employees to advise them of the Union's existence and representational responsibilities; composition of the bargaining unit; location, address and phone numbers of installation Union representatives; and to distribute copies of the current NAF Agreement.

Section 4. The Employer will ensure that the employee has been provided a copy of his job description.

## **ARTICLE 27**

### **EMPLOYEE RECOGNITION AND INCENTIVES**

The Employer and Union recognize that employees at all levels make outstanding achievements and significant contributions to the NAF mission. The Employer and Union agree that it is a mutual benefit to recognize employees who make such achievements and contributions. Recognition will be accomplished in accordance with Agency regulations.

## ARTICLE 28

### EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The Employer will promote employee training and development activities to increase efficiency and productivity, and to promote improved customer service consistent with operating requirements and available resources. The Employer will publicize training opportunities and will inform employees how to apply for training.

Section 2. The Parties will stress to employees the need for self-education, self-development, and self-initiated training to increase their efficiency and enhance their career potential. The Employer will encourage and support employees' enrollment in correspondence and on-line courses.

Section 3. The Employer will consider Union views and recommendations concerning the training of employees.

Section 4. The Employer will provide necessary on-the-job orientation training to assist a newly assigned employee.

Section 5. With respect to training that permits noncompetitive promotion after successful completion of the training, the recipient of such training shall be selected on a competitive basis unless the training is offered to all employees at the same title, series and grade.

## **ARTICLE 29**

### **BUSINESS BASED ACTIONS (BBAs)**

Section 1. This article provides methods and procedures for affecting workforce reductions and realignments that are necessary to conduct operations in an effective way. It applies to all Regular Full-Time and Regular Part-Time employees. It also applies to FLX employees of the Employer who have been employed for three (3) continuous years. The Parties have fully negotiated the impact and implementation of any and all future BBAs which may occur during the life of this Agreement. This Article contains all the specific arrangements agreed to by the Parties.

#### Section 2. Types of BBAs:

- a. Change in Employment Category (RFT to RPT - RPT to FLX);
- b. Furlough of a regular employee for eight (8) days or more (since furloughs do not apply to FLX employees, their schedules will be changed in accordance with the provisions of Article 10, Section 1.b.); and
- c. Separation (termination of employment).

Note: BBAs are non-disciplinary, management initiated actions taken to adjust personnel resources with a minimum of disruption to operations.

#### Section 3. Union Notification:

a. The Employer will notify the Union when it is determined that a BBA is necessary and prior to issuance of official notices to the employees involved in a BBA. The Employer will inform the Union as to:

- (1) The nature of the BBA;
- (2) Reason(s) for the BBA;
- (3) The number of anticipated spaces effected; and
- (4) The approximate date when the personnel actions will be initially affected.

b. The Employer agrees to consult with the Union on the BBA and will consider any suggestions made by the Union.

c. The Union agrees not to divulge the contents of the BBA until official notices have been issued by the Employer to the employees affected.

Section 4: Notice Periods:

- a. Change in Employment Category: Regular employees - thirty (30) calendar days.
- b. Furlough: Regular employees – thirty (30) calendar days.
- c. Separation (termination of employment):
  - (1) Regular employees - thirty (30) calendar days.
  - (2) FLX employees – seven (7) calendar days.

Note: The Notice will include the action to be taken, the effective date, and salary retention information if applicable.

Section 5. Affected Employees:

- a. Competitive Area: For the purpose of this Article, the BBA competitive area is defined as all MWR activities of the Employer which are represented by the Union.
- b. Retention List: Employees to be affected by the BBA will be placed on a retention list according to same title, series, grade, and adjusted service computation date (ASCD).
- c. Performance Appraisals: The last three (3) performance appraisals received in the last four (4) years will be used. Missing performance appraisals will be presumed satisfactory. If not employed long enough to receive three (3) appraisals, only those appraisals received (or should have received) will be used. Outstanding Ratings will be worth eighteen (18) years, and Satisfactory Ratings will be worth twelve (12) years. The appraisals used will be averaged with the result being subtracted from the employee's service computation date to obtain the ASCD.
- d. Employees will be affected by a BBA in order of their ASCD, more recent ASCD first, (i.e., 20 June 1996 before 20 June 1986). When a tie exists after the computation of the ASCD, the tie will be broken by a coin toss.

Section 6. Placement of Employees: Employees with the oldest ASCD will have preference in retention and placement over employees with the more recent ASCD in the same grade level in the order as provided below:

- a. Continuance in the same position.
- b. Lateral to a vacant position.

c. Lateral to a position (of the same title, series and grade) held by a probationary employee, or to a position (of the same title, series and grade) held by an employee in a lesser retention job category, i.e., RFT to RPT; RPT to FLX.

d. Downgrade to a vacant position.

e. Downgrade to a position held by a probationary employee or to a position held by an employee with a later ASCD, if the position has the same title, series and grade as the position previously held by the employee prior to assignment to the current position under the BBA provided the employee remains qualified to perform the duties and responsibilities.

f. Separation.

Section 7. Adverse Impact Reduction: In order to reduce the adverse impact upon bargaining unit employees, the Employer agrees to implement the following actions:

a. Initiate a hiring freeze on new employees, if and when appropriate.

b. Curtail conversion of FLX employees to Regular employees, if and when appropriate.

c. Separate probationary employees who are in positions, which may be filled by employees affected by the BBA.

d. Honor requests for retirement from those employees who are eligible.

e. From the date of the notification until the effective date of the BBA, the Employer agrees to attempt to place affected bargaining unit employees in vacant positions or take other action which would minimize the adverse impact of the BBA. Employees may only be placed in vacant positions for which they are qualified, or could qualify within one hundred twenty (120) days.

Section 8. Official Time to Review OPFs/Retention List: Affected employees will be furnished the necessary official time, along with their Union representative, to review their OPF's. In the event an employee does challenge his standing on the retention list and prevails, the retention list will be revised accordingly. In the event that the employee relies on any information which is not contained in his OPF, the burden of producing supporting documentation shall rest with the employee, after the Employer has made a reasonable effort at verification.

Section 9. Arrangements for Affected Employees:

a. Seminars/Virginia Employment Commission (VEC): The Employer will conduct seminars during working hours for all affected employees regarding benefits available to them, including reinstatement eligibility, insurance continuation options, the Portability Act, severance pay, pay retention, unemployment compensation and information on any other outplacement assistance available under the terms of this Agreement. The Employer will contact the VEC and request that a representative brief affected employees on procedures to be followed in filing unemployment benefit claims, as well as any outplacement services available. A designated



Union representative will be invited to attend these briefings. The briefings will be conducted no later than one (1) week prior to the effective date of the BBA.

b. Unemployment Insurance: All affected employees identified for separation due to a BBA will be provided a SF-8, Notice to Employee about Unemployment Insurance, at least two (2) weeks prior to their last day of employment. The NAFPO will explain the purpose of the form, and advise affected employees to submit the form to the local VEC should they wish to file unemployment benefits claims.

c. VEC Contact/VEC Visits: The Employer will contact the VEC within one (1) week of release of advance notices to advise that agency of the number and type (by job) of affected employees to be separated. The Employer will invite a representative of the local VEC to visit the installation to interview affected employees.

d. Job Information Bulletin Board: The Employer will develop a list of Federal employers within the local commuting area. This list along with any other information that would be beneficial to affected employees in job search efforts will be placed on a Job Information Bulletin Board created for the ongoing BBA. The Employer will also provide guidance to employees on how to prepare a resume, how to search local employment computer sites, etc.

e. Annual Leave Payment/Retirement Contribution Options: The Employer agrees that accrued annual leave will be paid in a lump sum. The Employer will counsel employees on retirement contribution options.

f. Employee Indebtedness: The Employer will waive separated employee's indebtedness for any sick leave granted.

g. Administrative Leave/Interviews: Employees who have been identified for separation due to BBA will be allowed administrative leave for scheduled interviews provided the employees apply for leave in advance.

h. Reemployment List: The Employer further agrees that separated employees in a BBA will be offered positions at the same or lower grade/level from which separated for which they are qualified that develop within two (2) years after the BBA, providing such employees maintain an application/resume on file with the NAFPO and respond to a letter sent to the address of record within ten (10) days from the date of such letter. A copy of such letters will be furnished to the Union. If the employee does not respond, his name will be removed from the Reemployment List. Employees will be reinstated to positions in order of ASCD, with the employee with the oldest ASCD being reinstated first.

#### Section 10. Severance Pay:

a. Eligible Employees: Regular Full-Time and Regular Part-Time employees who have completed at least twelve (12) months of continuous creditable service with one or more DoD Nonappropriated Fund Instrumentalities (NAFIs) are eligible for severance pay. The continuous

service qualifying the employee for severance pay must have occurred within the twelve (12) months preceding the effective date of the BBA.

b. Conditions Which Make Employees Eligible for Severance Pay:

(1) The employee is separated. An employee who resigns following receipt of a specific written notice of separation due to BBA, is considered to have been involuntarily separated.

(2) The employee's employment category is involuntarily changed from RFT to RPT and the employee resigns instead of accepting the change.

(3) The employee's employment category is involuntarily changed from Regular to FLX.

(4) The employee is furloughed for more than sixty (60) consecutive days and resigns instead of accepting the furlough.

c: Computation of Severance Pay. The amount of Severance Pay will be based on the number of hours the employee is regularly scheduled to work during the week, averaged over the twelve (12) months immediately preceding the separation.

(1) One (1) week of pay at the rate of basic pay the employee was receiving immediately before separation for each full year of creditable service through ten (10) years;

(2) Two (2) weeks of pay at the rate of basic pay the employee was receiving immediately before separation for each full year of creditable service beyond ten (10) years; and

(3) Twenty-five (25) percent of the otherwise applicable amount for each full three (3) months of creditable service beyond the final full year.

d: Maximum Entitlement. In no case will severance pay exceed fifty-two (52) weeks of basic pay.

## **ARTICLE 30**

### **PERFORMANCE EVALUATION**

**Section 1.** This Article applies to employees serving under a Regular Full-Time, Regular Part-Time, FLX pay-band (NF/CC) appointments, and any employment category as may be required by Agency regulation.

**Section 2.** The Employer is responsible to establish and/or amend performance standards and to identify those specific evaluation factors applicable to an employee's job, and to complete evaluations and discuss ratings individually with the employee prior to making the rating part of the employee's official record.

**Section 3.** The Parties acknowledge that establishing performance standards is a critical and important part of the overall performance/evaluation process; and that the Employer should encourage employees to participate in the process. Employees will be given a copy of the performance standards for their position.

**Section 4.** Supervisors are required to periodically meet with employees to discuss their job performance. When a written record from these meetings is prepared, employees will be given a copy of the record and have the right to make written comments concerning the contents of the record. An employee's written comments will be attached to the record. The Employer will maintain confidentiality of counseling sessions and records of employee's job performance.

**Section 5.** Performance appraisals are due to be received by the employee and NAFPO no later than forty-five (45) days after the last day of the rating period except in extenuating circumstances.

**Section 6.** The Employer will maintain employee's performance records in their official personnel file. Employees will receive a copy of their annual performance evaluation.

**Section 7.** The employee performance evaluation system, as developed by the Employer, is a three (3) level (Unsatisfactory, Satisfactory, Outstanding) rating system. The rating official will assign a numerical value, within a given range of values, to one of three available ratings. The final rating must be reviewed and approved before becoming part of the employee's official personnel record. An employee's signature on the performance report indicates that the evaluation and rating have been discussed with the employee by the rating official and does not indicate that the employee agrees with the rating. The Employer will maintain an employee's evaluation as a permanent record in the OPF maintained by the NAFPO.

**Section 8.** An employee has the right to grieve his overall rating and/or the evaluation of a specific factor. An employee who wishes to file a grievance must file the grievance at Step 2 of the Negotiated Grievance Procedure within fifteen (15) days from the date the employee received a copy of his official performance evaluation and rating.

Section 9. When an employee fails to meet established levels of performance and is rated unsatisfactory or is in danger of receiving an unsatisfactory rating, prior to taking a performance based action (PBA) to downgrade or separate the employee, the Employer must advise the employee in writing of specific deficiencies and must be provided a reasonable time of not less than thirty (30) days to improve his performance to an acceptable level. The amount of time allowed will vary based upon the duties performed and the affect of the nonperformance on the mission or customers serviced.

Section 10. After a decision has been made to take a PBA (i.e. separation or downgrade for unsatisfactory performance), the PBA shall be processed in the same manner as a disciplinary action (see Article on Disciplinary Actions). A grievance resulting from a PBA will be filed at Step 3 of Article 31 (Negotiated Grievance Procedure) .

Section 11. The Employer will ensure that the supervisory and management officials who serve as rating or reviewing officials are fully informed as to their responsibilities under the performance management system and the provisions of this Article, to include keeping employees fully aware of and informed concerning performance standards and ratings.

Section 12. Employees completing their probationary period and eligible for a rating in accordance with Section 1 of this Article, shall be given an annual appraisal at the end of their probationary period.

## **ARTICLE 31**

### **DISCIPLINARY ACTIONS**

Section 1. All disciplinary actions will be taken only for just cause and for such reasons as promote the efficiency of the service. Both Parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations. Disciplinary actions shall be supported by a preponderance of the evidence. Disciplinary actions and or official investigations should be taken on a timely basis. This is generally, within thirty (30) days of the Employer becoming aware of the alleged infraction or the completion of a formal, e.g., military police, AR 15-6, etc., investigation.

Section 2. Authorized disciplinary actions are:

- a. Oral Admonishment,
- b. Written Reprimand,
- c. Suspension (not to exceed fourteen (14) calendar days, except where statute requires a greater penalty, and
- d. Separation for Cause.

Section 3. Written Reprimand: When a determination is made that a formal reprimand is necessary to correct an employee's alleged misconduct, the written reprimand will be processed in accordance with the appropriate regulatory guidance. A grievance resulting from a written reprimand will begin at Step 1 under the Negotiated Grievance Procedure Article within fifteen (15) calendar days from receipt. A Written Reprimand will remain in the employee's Official Personnel File for a specified period of no more than two (2) years, unless sooner removed by the issuing authority.

Section 4. Suspension: If the Employer proposes a suspension, the following procedures will apply:

- a. The Employer will provide the employee a fifteen (15) calendar day advance notice citing enough specifics (see 5a) to enable the employee to answer the notice and provide an opportunity to review the material relied on to support the proposed suspension.
- b. The employee may reply to the notice of proposed suspension both orally and in writing, and furnish affidavits and other documentary evidence in support of his answer within ten (10) calendar days after receipt of the proposed notice. The Employer will give reasonable consideration to extending the ten (10) calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.
- c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

Section 5. Separation: If the Employer proposes a separation, the following procedures will apply:

a. The Employer will provide a thirty (30) calendar day advance notice (unless the crime provision is invoked), giving a description of the offense, in sufficient detail, to enable the employee to understand fully the violation, infraction, conduct or offense for which he is charged. Such specifics as time, place, dates and events should be included in support of the incident giving rise to the separation action. Notice of proposed separation will be specific enough to enable an employee to answer the notice and to review the material relied on to support the proposed action.

b. The employee may reply to the notice of proposed separation both orally and in writing and furnish affidavits and other documentary evidence in support of his answer within fifteen (15) calendar days (unless the crime provision is invoked) after the receipt of the proposed notice. The Employer will give consideration to extending the fifteen (15) calendar day right to reply period if the employee submits a timely written request stating valid reasons for desiring more time.

c. A decision will be made within a reasonable period of time. The notice of decision will inform the employee of his grievance rights and the time limits for filing.

Section 6. A grievance resulting from a separation or suspension action will be filed at Step 3 of the Negotiated Grievance Procedure. The grievance must be filed within fifteen (15) calendar days of the end date for an imposed disciplinary action.

## ARTICLE 32

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Parties recognize the need to assist employees whose job performance or conduct are adversely affected by personal problems. The Union supports the Employer's Employee Counseling Services Program as a means for providing information, education and other appropriate assistance or referral services for employee problems.

Section 2. The Employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

Section 3. Records created and maintained by the Employee Counseling Services Program in relation to an employee's participation in the program are confidential. Such records will only be released outside the program in accordance with law, which provides in part they will not be released to the employee's supervisors without specific written consent of the employee. Both the Union and the Employer encourage employees to self-refer themselves if they believe they are in need of the services of the Employer Counseling Program.

Section 4. An employee may seek assistance and counsel of the Employee Counseling Services Program without jeopardizing job promotional opportunities. An employee may be held accountable for job performance/conduct.

## ARTICLE 33

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties agree to cooperate in supporting the Equal Employment Opportunity (EEO) program under governing laws and regulations. The Employer agrees it shall not discriminate regarding employment or conditions of employment because of race, color, religion, sex, national origin, age or handicapping conditions in accordance with applicable laws and regulations.

Section 2. Employees who feel they have been discriminated against have the right to discuss their complaint with an EEO Counselor, file a formal complaint, and choose a personal representative. An EEO complaint must be initiated with an EEO counselor within forty-five (45) calendar days of the discriminatory act or of the employee becoming aware of a discriminatory act.

Section 3. The Parties will assist the Installation EEO Office in actions designed to meet installation EEO objectives. Where problems concerning discrimination arise within the unit, the Union will assist in their resolution.



## **ARTICLE 34**

### **SUGGESTION PROGRAM**

Section 1. The Parties agree to promote participation of employees in the Suggestion Program.

Section 2. Suggestions should be submitted directly to the Suggestion Program Coordinator, Directorate of Resource Management. The Employer will make suggestions forms available in work areas.

Section 3. Adoption or rejection of a suggestion will be completed, when possible, not later than sixty (60) days after the initiation of the suggestion. The employee will be advised in writing of the adoption or rejection of the suggestion. Awards for suggestions will be in accordance with applicable regulations.

## ARTICLE 35

### HEALTH AND SAFETY

Section 1. The Employer will provide and maintain safe working conditions and industrial health protection for the employees, using applicable rules, regulations and directives. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner and to use prescribed personnel protective equipment.

Section 2. The employee will wear or use protective clothing and/or equipment necessary for the performance of assigned work, such equipment and clothing to be furnished by the Employer. Employees will be responsible for the proper use, safeguarding and maintaining in proper condition, any such clothing or equipment issued to them.

Section 3. In the course of performing their regularly assigned work, employees and Union representatives will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed, employees or Union representatives shall report them to the supervisor. If the safety question is not settled, the supervisor shall refer the matter to the appropriate authority for resolution.

Section 4. The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will comply with regulations concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of occupational illness or injury shall not be charged leave.

Section 5. The Employer will ensure that at all times health standards are maintained. All employees will receive physical examinations in accordance with applicable regulations.

Section 6. The parties agree to follow applicable safety directives and regulations regarding operating machinery or equipment and lifting items.

Section 7. Non-slip mats/flooring should be placed in hazardous areas.

## ARTICLE 36

### UNIFORMS, SPECIAL TOOLS AND PROTECTIVE CLOTHING

Section 1. When the wearing of uniforms is required, the Employer will supply them. Each employee that works at least four (4) days a week shall be provided three (3) uniforms. Each employee that works two (2) to three (3) days a week shall be provided two (2) uniforms. Each employee that works one (1) or less days a week shall be provided one (1) uniform. The Employer may elect, at no cost to the employee, to provide a special item of clothing or uniform to employees, for example: cummerbunds, bowties, hats, or nametags.

Section 2. The Employer agrees to replace uniforms on a one-for-one basis due to normal wear and tear. Employees are required to take care of their uniforms, to keep them clean and not to make any permanent alterations of their uniforms except as may be authorized by the Employer. As an exception to these requirements, there are NAF business activities where the employees' uniforms (primarily uniforms for cooks and kitchen staff) are provided by rental or lease arrangements, which may also include laundry, service; or the Employer may opt to provide laundry service.

Section 3. Uniforms, purchased by the Employer, are deemed accountable Agency property, and as such when these uniforms are issued, employees may be required to sign for the uniforms. Employees are responsible and accountable for their uniforms. Employees are required to turn in their uniforms to the Employer upon reassignment or separation from their position.

Section 4. The Employer, at no expense to the employee will provide protective clothing and devices to employees engaged in dirty work and when working with strong or caustic cleaning agents.

Section 5. The Employer, at no expense to the employee, agrees to provide special tools, equipment and foul weather gear necessary to protect the employee and/or to assure the accomplishment of the mission.

## ARTICLE 37

### MEDICAL SERVICES AND ON-THE-JOB INJURIES

Section 1. General: In terms of worker's compensation benefits, NAF employees are covered by the provisions of the Longshore and Harbor Worker's Compensation Act (LHWCA), 33 USC 901 et seq. as authorized by the NAF Instrumentality's Act of 1958.

Section 2. Supervisors and employees are responsible to report all accidents and on-the-job injuries and to submit the required claim form (LS-202) and all information and reports required by AR 215-1, Section XV, 'Workers Compensation'. Claim forms will be submitted to the NAFPO for processing. The NAFPO shall provide periodic employee orientation and training to supervisors relative to instructions and requirements concerning reporting accidents and on-the-job injuries, medical services and compensation.

Section 3. Medical Services (On-the-job Injuries):

a. The Employer shall make appropriate arrangements to ensure that emergency medical treatment is available at the work site and that transportation necessary to secure medical treatment for on-the-job injuries is readily available. Time spent in medical facilities by employees during normal working hours for emergency medical treatment due to on-the-job illness or injury shall not be charged as leave.

b. An employee has the right to choose their treating physician.

c. Medical treatment for disability due to personal injury or disease sustained while in the performance of duty shall be provided pursuant to the LHWCA.

Section 4. Compensation Benefits: An employee who is disabled from work for more than three (3) days due to a compensable on-the-job injury is eligible for worker's compensation at a rate established by law. Employees receiving compensation will be carried in a LWOP status until they return to work.

## ARTICLE 38

### NEGOTIATED GRIEVANCE PROCEDURE (NGP)

Section 1. The Parties recognize that situations may arise where unit employees or the Union may become aggrieved over matters relating to conditions of employment or the interpretation and application of this Agreement. This article provides procedures for fair, simple, and expeditious consideration and settlement of grievances. Any settlement of a grievance will not be inconsistent with the terms of this Agreement. The Negotiated Grievance Procedure is the sole procedure available to unit employees and the Union for resolution of covered matters.

Section 2. A grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning –

(1) The effect or interpretation, or a claim of breach, of this collective bargaining agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Excluded from coverage of the Negotiated Grievance Procedure are grievances concerning the following:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life, long-term care, or health insurance, except as otherwise provided for in this Agreement;
- c. Suspension or separation for National Security reasons;
- d. Any examination, certification or appointment;
- e. Classification of any position which does not result in the reduction of grade or pay of an employee;
- f. The initial setting of an any pay band employee's pay if not in violation of any specific provision of this Agreement;
- g. Separation during Probationary Period, except for cause;
- h. Nonselection for promotion from a group of properly ranked and certified candidates;

- i. Allegations of mismanagement;
- j. Wage, salary, or commission rates and schedules, except as otherwise provided in this Agreement;
- k. Equal Employment Opportunity (EEO) Complaints;
- l. The establishment of performance standards and identification of evaluation factors;
- m. Proposed personnel actions.

Section 4. A grievance may be filed by an employee, a group of employees or the Union. An employee or group of employees may handle his or their own grievance or use a Union representative. If the employee requests a Union representative, he or his representative will inform the Employer in writing of the designated representative. If an employee, or group of employees, presents a grievance on their own behalf, the Union will have the right to be present during the grievance proceedings.

Section 5. The Parties agree that the Union may, in its own behalf or on behalf of any bargaining unit employee, present and process grievances. The Parties agree that any grievance not satisfactorily settled under the Negotiated Grievance Procedure shall be subject to binding arbitration, which may be invoked by either the Union or the Employer. All disputes of grievability or arbitrability may be referred to arbitration as a threshold issue. Grievability/arbitrability issues must be raised in writing no later than seven (7) days after arbitration is invoked.

Section 6. A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare, and present a grievance. However, no overtime will be paid to any such employee or Union representative to accomplish these functions. An employee and/or Union representative desiring official time for either of the foregoing purposes shall inform his immediate supervisor, if available, or the next higher level supervisor available, of the reason for absence from the job site, the anticipated duration of the absence, and obtain the supervisor's permission before leaving the job site.

Section 7. If two (2) or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union will call the employees together and have them select one (1) of the grievances for processing. All grievants will be identified on the grievance selected for processing. The decision made on the grievance selected for processing will be applicable to all grievants identified.

Section 8. Once a grievance has been accepted for processing under the Negotiated Grievance Procedure, failure of the grieving party to comply with any applicable time limit terminates further consideration of the grievance. Failure of the responding party to comply with any applicable processing time limit will constitute a valid basis for the grievance to be advanced to

the next step of the Negotiated Grievance Procedure. Time limits stated in the Negotiated Grievance Procedure may be extended by mutual written agreement of the Parties.

Section 9. Grievances may be initiated by employees, either singly or jointly, or by the Union. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the Negotiated Grievance Procedure. However, unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration unless the Union agrees to do so.

Section 10. The Employee and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for resolution or settlement of grievances, except where the subject of the grievance concerns a disciplinary action decision. In such cases the grievance process will commence at the appropriate Negotiated Grievance Procedure Step, as stated in Article 31, Disciplinary Actions.

**Step 1:** The grievance will first be discussed informally by the aggrieved employee and his representative, if any, and the immediate supervisor involved. If the matter is not settled within five (5) workdays from the time of this meeting, the grievance may be moved to Step 2.

**Step 2:** If no satisfactory settlement is reached in Step 1, the grievance will be reduced to writing stating the issue(s) and the corrective or remedial action sought, and submitted to the next higher supervisor within five (5) workdays after the final meeting at Step 1. Within five (5) workdays after receipt of the Step 2 grievance, the Employer will meet with the aggrieved employee and his representative to discuss the grievance and attempt to reach a settlement. If no settlement is reached at this time, the employee will be advised of the supervisor's decision in writing within seven (7) workdays after the date of the Step 2 meeting.

**Step 3:** If no satisfactory settlement is reached between the employee and the higher supervisor, the grievance shall be submitted within seven (7) workdays of the Step 2 decision, to the Commander, ATTN: NAF Personnel Office. Within seven (7) workdays after receipt of the Step 3 grievance, the Commander or his designee will meet with the aggrieved employee and his representative to discuss the grievance and attempt to settle the grievance. The Commander or his designee will render a decision in writing within ten (10) workdays after the Step 3 meeting. The decision will be final and not subject to further appeal, except under the provisions of the article entitled, "Arbitration of Grievances".

Section 11. If any grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter which precipitated the grievance, or within fifteen (15) days of the employee's knowledge of the occurrence, such grievance will not

be considered or presented at a later date, except where circumstances beyond control of the employee prevent the presentation of such grievance.

Section 12. Employer grievances will be filed in writing with the President of the Union. Union grievances will be filed in writing with the NAF Personnel Office by an elected officer of the Union. Employer/Union grievances will be presented in writing within fifteen (15) workdays after occurrence of the action or incident being grieved, or within fifteen (15) workdays of the Employer's or Union's knowledge of the occurrence. The grievance will specify the basis for the grievance and the corrective action sought. A meeting will be held to discuss the grievance within seven (7) workdays. Written decisions will be issued within fifteen (15) workdays of receipt of the grievance. Grievances not resolved under this section may be referred to Arbitration in accordance with Article entitled, "Arbitration of Grievances".

Section 13. In a mutual effort to find and adopt better methods of conflict management and resolution, the Parties agree to consider the use of the Federal Mediation and Conciliation Service (FMCS) Grievance Mediation and Support Training Services. Grievance Mediation, if used, must be by mutual consent and will normally occur only after a final decision has been rendered as part of the Negotiated Grievance Procedure process, and prior to the Party's decision to take the grievance to Arbitration. Neither Party is obligated to use this service; nor will the voluntary, mutual consent to use the service limit a Party's right to invoke Arbitration at a later date. If the Parties agree to use Grievance Mediation, they must submit a joint, signed request, asking for FMCS assistance. Such request will be made with the understanding that Grievance Mediation is an informal process intended as a supplement to and not a substitute for the Negotiated Grievance Procedure or Arbitration process. The Parties also agree that if Grievance Mediation is used, it will be conducted at the discretion of the FMCS and that the Parties agree to follow their guidelines, which entitle a grievant to be present at the mediation conference. The Mediator has no authority to compel resolution of the grievance. If the grievance is not settled during the mediation process; the matter may proceed on to Arbitration. Nothing said or done by the Parties or the Mediator during mediation can be entered as evidence or used against them during any subsequent Arbitration proceedings. Furthermore, the Parties agree to hold FMCS, and the Mediator appointed by the Service to conduct the mediation conference, harmless of any claim of damages arising from the Mediation Process.

Section 14. Grievances not settled under this Article may be referred to Arbitration in accordance with the provisions of the "Arbitration of Grievances" article.



## ARTICLE 39

### ARBITRATION OF GRIEVANCES

Section 1. In the event a grievance processed through the Negotiated Grievance Procedure is not satisfactorily settled, the matter may be submitted to arbitration. Arbitration may only be invoked by the Employer or the Union. Arbitration must be invoked within ten (10) workdays of receipt of a final decision.

Section 2. Within seven (7) days of receipt of the request for arbitration, the parties shall separately or jointly request the Federal Mediation and Conciliation Service to provide a list of seven impartial persons qualified to act as arbitrators. The moving Party will initially pay the FMCS fee to obtain the list of arbitrators. Upon receipt of an arbitrator's decision, the losing Party is responsible for the fee. In the case of a split decision/settlement, the Parties will split the fee. The Parties shall meet within seven (7) days after receipt of the list of arbitrators unless delay is mutual agreed upon. The Union and the Employer will each strike out one name from the list and shall then repeat the procedure. The remaining name shall be the selected arbitrator. The Party that strikes first will be decided by the flip of a coin.

Section 3. The fee and expense of the arbitrator will be borne by the losing Party. In a split decision, each party will bear one-half (½) the fees and expenses of the arbitrator. Travel and per diem will not exceed the maximum rate authorized by the Joint Travel Regulations. The arbitration investigation, and/or hearings will be held during the regular work hours, Mondays through Fridays, except for holidays. The employee, his representative, and any witnesses, as determined by the arbitrator, who are employees in a duty status will be excused from duty without loss of pay or leave for the time necessary to participate in the arbitrator's investigation/hearing. Each Party is responsible for costs associated with obtaining their copies of the transcript of an arbitration hearing. If only one Party desires a copy of an arbitration hearing transcript, that Party is responsible for ordering and paying applicable costs. If the other Party subsequently decides that it also wants a copy, that Party must also order and pay any applicable costs for their copy.

Section 4. The Parties will in good faith attempt to define the issue and agree on a joint submission to be sent to the arbitrator in advance of the hearing. If agreement cannot be reached each Party will submit their issues to the arbitrator who will then determine the final wording of the issue. If both parties so agree, the dispute may be decided upon written submissions only.

Section 5. The parties should exchange their lists of witnesses and copies of exhibits prior to the scheduled hearing date.

Section 6. The arbitrator will be requested to render his decision to the Parties as quickly as possible after the conclusion of the proceedings and within thirty (30) days if at all practicable. The arbitrator will render his decisions to the Chief, NAF Personnel, and furnish a copy of same to the Union.

Section 7. The arbitrator's award will be binding on the Parties except that either Party may file exceptions to an arbitrator's award in accordance with law and regulation.

Section 8. If an employee prevails, he will be entitled to back pay in accordance with 5 U.S.C. 5596.

## **ARTICLE 40**

### **EMPLOYEE BENEFITS**

Section 1. All Regular employees are eligible to participate in the NAF Employer 401(k) Savings Plan, NAF Group Life Insurance, NAF Health Insurance Plan and the NAF Retirement plan as set forth in the plans. Information about those plans is available from the NAFPO.

Section 2. The above plans are subject to periodic premium/rate changes.

Section 3. Annually the NAFPO will distribute to employees who have health insurance coverage the costs for coverage for the following year. This will be distributed as soon as feasible after receipt.

## **ARTICLE 41**

### **TRANSPORTATION**

Section 1. The Employer will provide safe and adequate transportation for all employees who are required to use government vehicles. Adequate seating and safety equipment will be provided for employees required to ride in government vehicles.

Section 2. Employees will not be required to use private vehicles to conduct official business of the Employer. With prior written approval of a supervisor an employee will be reimbursed a mileage charge to use their POV for official business.

## **ARTICLE 42**

### **CHARITABLE ACTIVITIES**

The Parties recognize the importance of employee participation in authorized charity and fund raising campaigns. It is agreed that employee participation will be voluntary and that the Parties will refrain from exerting pressure upon employees to participate.

## **ARTICLE 43**

### **CONTRACTING OUT**

Section 1. Except in emergency situations, the Employer agrees to inform the Union prior to contracting out work normally performed by bargaining unit employees.

Section 2. The Employer agrees to provide written notice to the Union as soon as possible prior to taking final action on contracting out work functional areas when such contracting out would have an adverse impact on unit employees.

Section 3. The Employer agrees, upon written request, to meet and negotiate with the Union on the impact of contracting out work.

## **ARTICLE 44**

### **UNFAIR LABOR PRACTICES**

Section 1. The Employer and the Union agree that the resolution of complaints that arise under 5 U.S.C. 7116, Unfair Labor Practices (ULP) should be handled informally and between the Parties. In an effort to resolve such issues, it is agreed that the informal resolution period will not exceed fifteen (15) workdays.

Section 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

Section 3. All informal complaints will be filed, in writing with either the Employer, ATTN: NAF Personnel Office, or the President, NAGE, Local R4-6.

## ARTICLE 45

### MISCELLANEOUS

Section 1. The Employer will furnish to the Union, upon written request, and to the extent not prohibited by law, data:

- a. Which is normally maintained by the Employer in the regular course of business;
- b. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 2. The Employer, at the written request of the Union, but not more often than twice a year will furnish the Union with a list of names, positions, titles, grades/levels, and duty stations of all employees in the bargaining unit. This information, which will be furnished within thirty (30) calendar days after the written request is received, will be used in conjunction with administering this Agreement.

Section 3. The Employer will provide the Union President (or his designee) a copy of the current Department of Army NAF Civilian Personnel Regulations and proposed changes thereto and updated as changes are published.



## ARTICLE 46

### CHILD-CARE SERVICES

Section 1. The Employer agrees that regular NAF employees may make application and use the installation military Child Development Center in accordance with Statute, DOD/Agency regulations and directives, and local installation directives and instructions. Employees may also request assistance and utilize installation referral services to use on-base Family Child Care Provider services.

Section 2. The cost for the use of Child-Development Center services, to include registration fees, will be based upon criteria as established by the Child Development Center. The cost for employee use of on-post Family Child Care Provider services are established by individual Care Providers.

Section 3. A Child Care worker employee shall not be alone with children unless provided for by rules and regulations.

Section 4. The Employer will advise an employee of child abuse allegations before or at the same time of any temporary reassignment resulting from such allegations.

## ARTICLE 47

### NEGOTIATIONS

Section 1. Matters appropriate for consultation or negotiation between the parties are those pertaining to personnel policies, personnel practices and working conditions which are within the discretion of the Employer and are appropriate for consultation or negotiation under applicable law.

Section 2.

a. Consultation as used in this Agreement is understood to mean a meeting to discuss and/or inform the other party of matters of mutual interest and concern. Consultation does not mean negotiation. The Employer will consider views of the Union on matters of mutual interest and concern.

b. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Section 3. Procedures for Bargaining:

a. The Employer agrees to notify the Union President or written designee in writing/e-mail prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

b. The Union shall have seven (7) calendar days from the date of notification to request bargaining. The request to bargain at this time shall be in writing. Proposals do not have to be reduced to writing at this time. The Parties will meet within five (5) days of the Employer's receipt of the Union's request to bargain. If required, the Union will submit written proposals within five (5) days after the meeting. The time limits may be extended by mutual agreement.

c. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).

d. The Employer shall have ten (10) calendar days from the date of receipt of Union initiated proposed changes to conditions of employment to forward written proposals to the Union.

e. Bargaining will commence within ten (10) days, unless otherwise agreed upon by the parties. The negotiations will be governed by the ground rules signed 22 March 2002.

Section 4. It is recognized that this Agreement is not all inclusive, and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party to meet with the other for discussion and exchange of views and/or

negotiations in an effort to find mutually satisfactory solutions to matters related to policies, practices, procedures and conditions of employment not covered by this Agreement.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

## **ARTICLE 48**

### **PAYCHECK DELIVERY AND ALLOTMENT SERVICES**

Section 1. Paychecks will be delivered by electronic funds transfer (EFT) to a financial institution of the employee's choice, except in hardship cases.

Section 2. Predesignated amounts of an employee's paycheck may be deposited in specific banks, credit unions, and savings and loan offices in accordance with applicable regulations and instructions and upon completion and approval of the appropriate form(s).

## **ARTICLE 49**

### **PRINTING AND DISTRIBUTION OF AGREEMENT**

Section 1. The Employer is responsible for all costs associated with the first initial printing, publication and distribution of this Agreement, and amendments and/or supplements thereto.

Section 2. It is agreed that the first printing of the Agreement, and amendments and/or supplements thereto will be at least three-hundred (300) copies.

Section 3. The Employer agrees to deliver two-hundred-fifty (250) copies of the initial printing of the Agreement and amendments and/or supplements thereto to the Union for distribution to employees.

## ARTICLE 50

### DURATION AND CHANGES

Section 1. This agreement shall remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency or from the 31st day after execution, whichever is sooner. This Agreement will automatically be renewed for three (3) year periods thereafter unless written notice of a desire to renegotiate the Agreement is served by either party between the one-hundred-fifth (105<sup>th</sup>) and sixtieth (60<sup>th</sup>) day prior to expiration of the contract.

Section 2. Any notice given under the provisions of Section 1 will be accompanied by a copy of the proposed new Agreement unless earlier furnished. The party receiving notice given in accordance with this section may deliver a counterproposal to the other party within forty-five (45) days after receipt of such notice, but in any event not earlier than sixty (60) days before the anniversary date of the Agreement. In the event of failure of the respondent party to submit a counterproposal within the period herein provided, the existing Agreement will be considered as having been filed as said party's counterproposal.

Section 3. This agreement is subject to reopening:

- a. By mutual consent of the parties concerned; or
- b. When new or revised laws or regulations of appropriate authority require changes to provisions of the Agreement.

Section 4. Before amending or reopening, the Party wishing to do so will submit to the other Party at least thirty (30) days prior to the desired reopening or amendment date, an agenda stating the reasons for reopening/amending and the changes that are desired.

Section 5. When the re-negotiation of this Agreement is pending or in process, and the Parties are unable to complete such re-negotiation by the termination date of the Agreement, the terms and conditions of this agreement shall continue in effect until a new Agreement is effected.

**APPENDIX A**

REQUEST TO LEAVE ASSIGNED WORK AREA TO PERFORM REPRESENTATIONAL  
DUTIES

This requests official time to conduct representational duties.

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DATE

TIME

SIGNATURE

---

PURPOSE OF REQUEST (check one):

Grievance Investigation \_\_\_\_\_

Grievance Processing \_\_\_\_\_

Labor Management Meetings \_\_\_\_\_

Negotiations \_\_\_\_\_

FLRA Proceeding \_\_\_\_\_

FSIP Proceeding \_\_\_\_\_

Other (Specify) \_\_\_\_\_

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Approved \_\_\_\_\_

Disapproved \_\_\_\_\_  
(Explanation/alternate Time)

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SIGNATURE OF SUPERVISOR

Time Out \_\_\_\_\_

Time In \_\_\_\_\_

Time Used \_\_\_\_\_

IN WITNESS WHEREOF, the Parties' negotiating teams have entered into this Employer-Union agreement on this 5th day of May 2003.

For the Employer:



Donald W. VanPatten  
Chief Negotiator

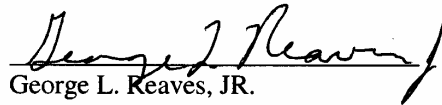


Donald S. Petrine  
Team Member

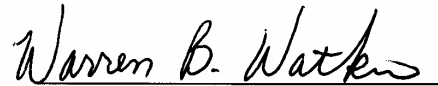


Kenneth R. Van Mullekom  
Team Member

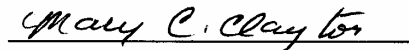
For the Union:



George L. Reaves, JR.  
Chief Negotiator



Warren B. Watkins  
Team Member



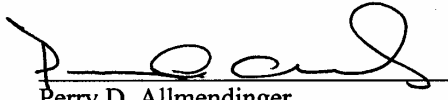
Mary C. Clayton  
Team Member



IN WITNESS WHEREOF, the Parties hereto have entered into this Employer-Union Agreement on this 5th day of May 2003.

For the Employer:

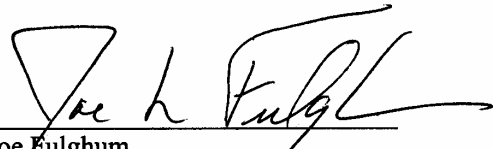
**Headquarters, Fort Monroe**



Perry D. Allmendinger  
Colonel, Special Forces  
Commanding

For the Union:

**National Association of  
Government Employees**



Joe Fulghum  
President  
Local R4-6, N.A.G.E.

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This Agreement has been reviewed and approved by the Department of Defense Civilian Personnel Management Service effective August 18, 2003.